

2780

A G R E E M E N T

BETWEEN

TOWNSHIP OF FRANKLIN

HUNTERDON COUNTY, NEW JERSEY

and

FRANKLIN TOWNSHIP POLICE DEPARTMENT

PBA LOCAL NO. 188

---

January 1, 1997 through December 31, 1999

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PREAMBLE

THIS AGREEMENT entered into this ~~30~~ <sup>30</sup> day of *October*, 1996  
by and between the TOWNSHIP OF FRANKLIN, in the County of  
Hunterdon, a Municipal Corporation of the State of New Jersey,  
hereinafter called the "Township," and P.B.A. LOCAL NO. 188,  
hereinafter called the "Association," represents the complete and  
final understanding on all bargainable issues between the  
Township and the Association.

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*John*

ARTICLE I

RECOGNITION

The Township recognizes the Association for the purpose of collective negotiations as the exclusive representative of the patrolmen and sergeant in the negotiations unit and reference to males shall include female police officers.

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*John W*

\*\*NOTE\*\* At the time this Agreement is being negotiated and prepared, the position of "Chief of Police" is vacant, therefore, for the purpose of implementing this Agreement, wherever the term "Chief of Police" appears and the authority given that position, shall be delegated to and assumed by the "Officer in Charge". The "Officer in Charge", will hold that responsibility until such time that a "Chief of Police" is appointed by the governing body.

## ARTICLE II

### GRIEVANCE PROCEDURE

#### A. Purpose

1. The purpose of the procedure is to secure, at the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of employment under this Agreement.

2. Nothing herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with appropriate member of the department.

#### B. Definition

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The term "grievance" as used herein means any controversy arising over the interpretation, application or violation of any of the provisions of this Agreement or disciplinary actions against an employee covered under this Agreement, and may be raised by an individual, the Association on behalf of and at the request of an individual or group of individuals.

C. The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement, and shall be followed in its entirety unless any step is waived by mutually written consent:

#### Step One:

The aggrieved or the Association shall institute action under the provisions hereof within twenty (20) calendar days after the event giving rise to the grievance has occurred, and an

earnest effort shall be made to settle the difference between the aggrieved employee and the Chief of Police or any representative designated by him for the purposes of resolving the matter informally. Failure to act within said twenty (20) calendar days shall be deemed to constitute an abandonment of the grievance.

Step Two:

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If no agreement can be reached orally within seven (7) calendar days of the initial discussion with the Chief of Police, the employee or the Association may present the grievance in writing within seven (7) calendar days thereafter to the Township Committee or their designated representative. The written grievance at this step shall contain the relevant facts and a summary of the preceding oral discussion, the applicable Section of the Contract violated, and the remedy requested by the grievant. The Township Committee or their designated representative will answer the grievance in writing within thirty (30) calendar days of receipt of the written grievance or schedule a hearing or both.

Step Three:

If the grievance is not settled through Steps One and Two, either party shall have the right to submit the dispute to arbitration pursuant to the rules and regulations of the Public Employment Relations Commission.

1. Unless the parties agree otherwise, no more than one (1) issue shall be presented to an arbitrator in any single case.

2. The fees and expenses of the arbitrator shall be borne equally by the parties. Any other expenses incurred by the parties, including but not limited to the presentation of witnesses, shall be borne by the party incurring same.

3. The parties direct the arbitrator to decide, as a preliminary question, whether he has jurisdiction to hear and decide the matter in dispute.

4. The arbitrator shall be bound by the provisions of this Agreement and the Constitution and Laws of New Jersey, and be restricted to the application of the facts presented to him involved in the grievance. The arbitrator shall not have the authority to add to, modify, detract from or alter in any way the provisions of this Agreement or any amendment or supplement thereto. The decision of the arbitrator shall be final and binding, subject, however, to any applicable statutes and case law available to the parties.

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D. Upon prior notice to and authorization of the Township Committee, the designated Association representatives shall be permitted as members of the Grievance Committee to converse with employees and the Township on specific grievances in accordance with the grievance procedure set forth herein during work hours of employees, without loss of pay, provided the conduct of said business does not diminish the effectiveness of the Township of Franklin Police Department or require the recall of off-duty employees.

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E. The time limits expressed herein shall be strictly adhered to. If any grievance has not been initiated within the time limits specified, then the grievance shall be deemed to have been abandoned. If any grievance is not processed to the next succeeding step in the grievance procedure within the time limits prescribed thereunder, then the disposition of the grievance at the last preceding step shall be deemed to be conclusive. If a decision is not rendered within the time limits prescribed for decision at any step in the grievance procedure, then the grievance shall be deemed to have been denied. Nothing herein shall prevent the parties from mutually agreeing to extend or contract the time limits for processing the grievance at any step in the grievance procedure.

F. In the event the aggrieved elects to pursue remedies available through Civil Action, the grievance shall be cancelled and the matter withdrawn from this procedure. It is agreed between the parties that no arbitration hearing shall be held until after the expiration of at least thirty (30) calendar days after the decision rendered by the Township Committee on the grievance. In the event the grievant pursues his remedies through Civil Action, the arbitration hearing, if any, shall be cancelled and the filing fees and expenses incurred thereby shall be paid by the grievant or the Association, whichever is responsible for the cost incurred.

ARTICLE III

NON-DISCRIMINATION

A. The Township and the Association agree that there shall be no discrimination against any Police Officer because of race, color, religion, sex, national origin or political affiliation.

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B. The Township and the Association agree that all Police Officers covered under this Agreement have the right without fear of penalty or reprisal to form, join, and assist any employees organization or to refrain from any such activity. There shall be no discrimination by the Township or the Association against any Officer because of the Officer's membership or non-membership or activity or non-activity in the Association.

ARTICLE IV

MANAGEMENT RIGHTS

A. The Township of Franklin hereby retains and reserves itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by Laws and Constitution of New Jersey and of the United States, including, but without limiting the generality of the foregoing, the following rights:

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1. The executive management and administrative control of the Township Government and its properties and facilities and activities of its employees by utilizing personnel, methods and means of the most appropriate and efficient manner possible as may from time to time be deemed by the Township.

2. To make rules of procedure and conduct, to use improved methods and equipment, to determine work schedules and shifts, to decide the number of employees needed for any particular time.

3. The right of management to make, maintain and amend such reasonable rules and regulations as it may from time to time deem best for the purposes of maintaining order, safety, and/or the effective operation of the Department after advance notice thereof to the employees.

4. To hire all employees, and subject to the provisions of law, to promote and transfer employees.

5. To suspend, demote, discharge or take any other appropriate disciplinary action against any employee for cause.

B. The exercise of the foregoing powers, rights, authority, duties or responsibilities of the Township, the adoption of policies, rules, regulations and practices and the furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and Laws of New Jersey and of the United States, and ordinances of Franklin Township.

C. Nothing contained herein shall be construed to deny or restrict the Township of its rights, responsibilities and authority under R.S. 40 or any other national, state, county or local laws or ordinances.

ARTICLE V

HOLIDAYS

A. The following holidays shall be recognized:

New Year's Day  
Martin Luther King Birthday  
Presidential Birthday (3rd Monday of February)  
Good Friday  
Easter Sunday  
Memorial Day  
July 4  
Labor Day  
Columbus Day  
Election Day  
Thanksgiving Day  
Day after Thanksgiving  
Christmas Day

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B. During the term of this Agreement, all employees covered by the Agreement shall be compensated for the thirteen (13) holidays noted above at straight time with payment being made as follows:

1. Six and one-half (6-1/2) days paid by the end of June
2. Six and one-half (6-1/2) days paid by the end of November

C. Officers who are not employed for the entire calendar year and/or who leave the employ of the Township in good standing will receive holiday payment on a prorated basis.

D. Straight time shall be computed by division of the salary of the officer, excluding longevity, by 2080 hours.

ARTICLE VI

VACATIONS

A. Annual vacation leave with pay shall be earned at the following rate as determined as of January 1 of each year.

1. A week means five (5) work days.
2. One (1) week with pay after first year, to be taken during second year.
3. Two (2) weeks with pay after three (3) years.
4. After five (5) years -- one (1) additional day paid for each year -- until maximum of thirty (30) days (after six (6) years -- two (2) weeks and one (1) day).
5. Vacations will be coordinated and approved by the Chief of Police.

B. Vacation allowance must be taken during the current calendar year and reasonable efforts will be made to give the employee the time of his choosing unless the Township determines that the vacation cannot be taken because of pressure of work as determined by the Township may be carried forward into the next succeeding year only and will be scheduled by the Police Chief to be taken in the next succeeding year.

C. In the event an Officer is required to work to cover scheduled vacation for another Officer, the Officer so working shall be paid at the rate of time and one-half (1-1/2) times his regular straight time rate of pay.

ARTICLE VII

SICK LEAVE

A. Sick leave is hereby defined to mean absence from duty by a Police Officer because of illness, exposure to a contagious disease, attendance upon a member of the Officer's family, who is seriously ill, requiring the care or attendance of said Officer.

B. Any Police Officer who shall be absent from work for three (3) or more consecutive days due to illness, or for attendance of an immediate family member, shall be required to submit acceptable medical evidence substantiating the illness.

C. In case of sick leave due to exposure to contagious disease, a certificate from the family doctor shall be required.

D. Sick leave shall accrue for regular full time Police Officers at a rate of one (1) day per month during the first fiscal year of employment and thereafter each January 1 commencing the following calendar year, twelve (12) working days in each calendar year of employment, which shall accumulate from year to year.

E. If an Officer is absent from work for reasons that entitle him to sick leave, the Chief of Police or his designee, shall be notified as early as possible, but not later than two (2) hours prior to the start of the scheduled work shift from which the Officer will be absent, except in the case of an emergency. After receiving the aforementioned notification, the Officer will not be called that day regarding the nature of the illness.

F. In addition to the foregoing provisions, the Township may require proof of illness of an employee on sick leave, whenever such requirement appears warranted under the circumstances. Abuse of sick leave shall be cause for disciplinary action.

G. The Township may require an employee who has been absent because of personal illness, as a condition of his return to duty, to be examined, at the expense of the Township, by a physician chosen by the employee from a panel of physicians designated by the Township. Such examination shall establish whether the employee is capable of performing his normal duties and that his return will not jeopardize the health of other employees.

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J.W.  
J.W.*

ARTICLE VIII

FUNERAL LEAVE

A. In the event of a death in the Police Officer's immediate family, the Officer will be granted time off without loss of pay, from the day of death up to and including the day of the funeral, but in no event to exceed three (3) working days.

B. The term "immediate family" shall include only father, mother, mother-in-law, father-in-law, grandparents, sister, brother, spouse, child and foster child of an "employee" and relatives residing in his household.

ARTICLE IX

INJURY LEAVE

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A. Employees covered under this Agreement will be paid their regular straight time rate of pay for a period not in excess of fifty-two (52) weeks during the course of their employment with the Township for a disability resulting in injury or illness arising from and in the course of employment with the Township.

B. Any amount of salary or wages paid or payable to Police Officers because of leave granted pursuant to Sections A above shall be reduced by the amount of the workers compensation award under Chapter 15 of Title 34 of the Revised Statutes made for disability because of the same injury or illness requiring such leave. It is the intention of the Township to supplement any temporary disability payments made under workers compensation to Officers so that said Officers receive their regular straight time pay with temporary disability payments being paid over by the employee to the Township. Upon cessation of payment of temporary disability by the carrier to the Officer, the Township supplemental payments will also cease and the Officer will be expected to return to work.

ARTICLE X

RETIREMENT

A. Upon an employee's retirement from the Franklin Township Police Department the employee will receive the following separation pay:

1. After fifteen (15) years of service - one (1) months' pay.

2. After twenty (20) years of service - one and one half (1 1/2) months' pay.

B. Any other benefits to which a retiring employee is entitled, shall be paid to that employee on a prorated basis upon such retirement.

ARTICLE XI  
SALARY GUIDE

A. The following Salary Guide shall be established as of January 1, 1997 and continuing through December 31, 1999. These amounts are established as the base salary for the corresponding rank.

	<u>1997</u>
Sergeant	\$47,000.00
Patrolman 1st	\$45,000.00
Patrolman 2nd	\$40,000.00
Patrolman 3rd	\$35,000.00
Patrolman 4th	\$30,000.00
Probationary	\$24,000.00

B. Probationary Patrolman will achieve the position of Patrolman 4th Class upon the completion of his or her probation. Additional steps and salary increases will be achieved on the officer's successive anniversary dates.

C. For the duration of this Agreement, additional annual salary adjustments will be equal to the Federal Cost of Living Adjustment (hereinafter termed "COLA") percentage. In the event that the COLA percentage should increase so as to exceed the New Jersey State Municipal Budget Cap (hereinafter termed the "Municipal Cap"), the salaries will be adjusted to comply with the amount no greater than the Municipal Cap for that year, with the difference to be held in abeyance until the next opportunity when there is a subsequent COLA percentage that is sufficiently below the Municipal Cap, allowing those funds in abeyance to be disbursed to the salaries. (See Article XI, Paragraph H for Explanatory Notes.)

D. In addition to the preceding compensation, all eligible employees will receive longevity pay as set forth in Article XIII of this Agreement.

E. For the duration of this Agreement, each individual will receive the applicable "Deficiency Adjustments" until all employees are in line with the Salary Guide established by this Article. (See Article XI, Paragraph H for Explanatory Notes.)

F. The following "Deficiency Adjustments" have been calculated to bring the current members of the Police Department in line with the Salary Guide by January 1, 1999. Each employee will receive these adjustments in three (3) equal amounts to be added to his base salary each January 1st for the duration of this Agreement.

Sergeant S.L. Amann	\$2,000.00
Patrolman 1st Class E. C. Mangini	\$3,100.00
Patrolman 1st Class D. Zeveney	\$4,600.00 on January 1, 1997
	\$4,700.00 on January 1, 1998
	\$4,700.00 on January 1, 1999

G. Any employee promoted to a higher rank will receive the applicable salary and Deficiency Adjustment as calculated at the time of promotion on a prorated basis.

H. Explanatory Notes to Application of COLA and Deficiency Adjustments:

EXAMPLE GUIDE:

	<u>1997</u> <u>BASE</u> <u>SALARY</u>	<u>1998</u> (adjusted by addition of Nov. 1997 Fed. COLA) ** estimate used 3.5%	<u>1999</u> (adjusted by addition of Nov. 1998 Fed. COLA) ** estimate used 2%
Sergeant	\$47,000.00	\$48,645.00	\$49,585.00
Patrolman 1st.	\$45,000.00	\$46,475.00	\$47,475.00
Patrolman 2nd.	\$40,000.00	\$41,400.00	\$42,200.00
Patrolman 3rd.	\$35,000.00	\$36,225.00	\$36,925.00
Patrolman 4th.	\$30,000.00	\$31,050.00	\$31,650.00
Probationary	\$24,000.00	\$24,840.00	\$25,320.00

\*\* The 1997 Base Salary guide is to be used for calculating the COLA adjustment. The resulting sum is then added to the prior years base salary.

Because the 1999 guide will be based on the addition of two COLA adjustments, while the salaries of individual patrolman will be calculated using three years of COLA adjustments during the catch up years, these COLA adjustments will be applied at a 2/3 level (that is, annual COLA adjustment X 2/3 = actual COLA adjustment to be used for 1997, 1998 and 1999). If any discrepancy results (over-or- under) between an individual officer's salary as calculated for 1999 and the 1999 salary guide, an adjustment to his or her salary for 1999 will be made to bring the two into alignment.

APPLIED EXAMPLE:

1996:		Base Salary	\$35,700.00	COLA CALCULATIONS:
	(1)	Deficiency adjustment	<u>3,100.00</u>	
			\$38,800.00	1996 COLA % = 2.5%
		COLA	<u>660.00</u>	(2.5% X 2/3 = 1.7%)
1997:		Base Salary	\$39,460.00	
	(2)	Deficiency adjustment	<u>3,100.00</u>	
			\$42,560.00	
		COLA	<u>979.00</u>	1997 COLA % = 3.5%

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<u>1998:</u> Base Salary	\$43,539.00	(3.5% X 2/3 = 2.3%)
(3) Deficiency adjustment	<u>3,100.00</u>	
	\$46,639.00	
COLA	<u>606.00</u>	1998 COLA % = 2%
		(2% X 2/3 = 1.3%)
<u>1999:</u> Base Salary Calculation	\$47,245.00	
Final alignment adjustment	<u>+230.00</u>	
Actual 1999 Base Salary	\$47,475.00	

ARTICLE XII

HOURS AND OVERTIME

A. Employees agree to report for duty fifteen (15) minutes prior to the start of their scheduled shift and shall be permitted to leave fifteen (15) minutes before the end of their tour of duty; provided that all necessary information has been disseminated to the relieving Officer who shall be on duty.

B. Overtime shall consist of all hours worked in excess of one hundred and sixty (160) hours during each twenty-eight (28) day cycle, there being approximately thirteen (13) such cycles in each calendar year. In addition, any work in excess of the regularly scheduled work day or when an employee is required to continue to work beyond the end of his normal shift will be considered overtime.

C. All employees covered by this Agreement shall be paid one and one half (1-1/2) times their straight hourly rate of pay for all overtime as defined in Section B above.

D. If an employee is recalled to duty, he shall receive a minimum guarantee of two (2) hours compensation at the overtime rate, provided said recall duty is not contiguous with the employee's normal shift. The Township shall have the right to retain the employee on duty for the minimum time period.

E. If an employee is called back to regular shift duty on his regular day off, the employee may with the approval of the Chief receive monetary compensation or another day off for the time worked so long as the Chief has determined time off is available during the work week.

shall receive a minimum of two (2) hours compensation at his overtime rate.

G. Overtime work shall be distributed as equitably as possible based upon a determination of the Chief concerning any training or skills which may be required in determining which employee shall be assigned overtime. All employees may be required to work a reasonable amount of overtime.

H. Both overtime pay and compensatory time will be given at the rate of one and one half (1 & 1/2) times the hourly rate as computed by Sub Section J.

I. Employees who work overtime that has been approved in advance by the Chief, or his designee, may request either pay or compensatory time off for such overtime work. The Chief at his sole discretion will determine whether the payment will be monetary or compensatory time. Scheduling of compensatory time off is subject to the approval of the Chief. The Chief will not refuse an employee's reasonable request.

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J. Overtime pay will be computed by dividing the employees yearly salary including longevity by 2080, excluding holiday pay which will be computed pursuant to Article V.

ARTICLE XIII

LONGEVITY

A. In addition to the salary noted in Article XI longevity pay will be paid during the term of this Agreement as follows, as determined by the employment anniversary date:



<u>YEARS OF SERVICE</u>	<u>LONGEVITY PAYMENT</u>
5 years	\$250.00
10 years	\$500.00
15 years	\$750.00
20 years	\$1000.00
25 years	\$1250.00

B. The longevity payment will be divided equally and paid in the employees bi-weekly pay check.

C. The longevity payment added to the base salary will be used to compute the employees hourly and overtime rate, excluding holiday pay which will be computed pursuant to Article V.

ARTICLE XIV

CLOTHING ALLOWANCE

- A. The Township shall provide uniforms for the Officers.
- B. The Township shall provide cleaning of Officers' uniforms through a contract with a local dry cleaner at no expense to the Officers.
- C. The Township shall provide all required and mandated equipment for the Officers to perform their duties as Police Officers.
- D. The Township shall replace damaged watches, glasses and other personal items provided that it is determined by the Chief that said damage occurred during the Officer's tour of duty and further provide that the Township liability shall not exceed two hundred (100.00) dollars for any such item.
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*John*

ARTICLE XV

GUN ALLOWANCE

A. The Township will furnish a service weapon and an off-duty weapon and current ammunition for each weapon.

B. The Township will furnish ammunition for the purpose of a Police Officer qualifying twice annually with his service weapon and off duty-weapon.

C. The Township will furnish fresh duty ammunition as approved by the Chief to each officer upon completion of each semi-annual firearms qualification.

ARTICLE XVI

HOSPITALIZATION INSURANCE

A. The Township shall continue to provide enrollment in hospitalization and medical insurance. The Township will reimburse each employee for the one hundred dollar (\$100.00) deductible.

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B. Retired employees may, if permitted by carrier, continue to be covered under hospitalization and medical insurance provided such employee makes payment directly to the insurance agent for coverage for himself and dependents.

C. The Township may, at its option, change insurance carriers or plans or self-insure so long as in the aggregate substantially similar benefits are provided.

ARTICLE XVII

SHIFTS

A. The Chief of Police shall have the right to make changes in the starting and stopping time of the daily work schedule in cases of emergencies. Any such temporary scheduling changes shall be for the efficient operation of the department and only during the extent of the emergency.

B. "Emergency" as used herein shall include any unusual conditions caused by any circumstances or situation including shortages in the personnel of the Police Department or force caused by vacancies (table of organization positions which are unfilled) sickness or injury, or by the taking of accrued vacation or sick leave or both, whereby the safety of the public is endangered or imperiled as shall be determined by the Chief of Police.

C. The limits and standards to be observed in determining such "emergency" include: (1) incidents caused by the employer shall be unintentional and of an accidental nature; (2) the emergency must involve a situation which threatens the health, safety and welfare of the public; (3) the emergency must be of limited time duration; and (4) any violation or suspension of contractual agreements must be limited only to the duration of the emergency.

D. Temporary personnel reduction due to economic reasons shall not be construed to constitute an emergency.

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E. The P.B.A. shall be notified prior to the implementation of any permanent changes in the tours of duty, and shall have the right to discuss any permanent changes with the Chief of Police and/or the Township Administrator, the Mayor, and the Township Committee within ten (10) days from the date of receiving notice of the proposed changes or by the date of the regularly scheduled Township Committee meeting next following notice of the proposed changes, whichever is later. Upon termination of the notice period, the employer shall have the right to implement any such proposed changes in the tours of duty.

## ARTICLE XVIII

### PERSONAL DAYS

A. All full-time employees shall be entitled to three (3) personal days per year on a prorated basis depending on the amount of time the employee has worked during the year. New employees shall be entitled to personal leave as follows:

After four (4) months:	One (1) day
After eight (8) months:	One (1) day
After one (1) year:	One (1) day

B. Unused personal days will be credited towards accumulated sick leave.

C. An employee may utilize a personal day without reason or explanation provided that:

1. the employee has given the Chief of Police at least forty-eight (48) hours notice of intent to utilize a personal day, except in case of emergency; and
2. no more than one (1) employee shall be granted the same day as a personal day.

ARTICLE XIX

SUPPLEMENTARY EMPLOYMENT

A. Supplementary Employment shall be any outside employment undertaken by any employee covered under this Agreement that does not interfere with the employees performance of sworn duty, or the logistical operation and scheduling of the Police Department, and as approved by the Chief of Police.

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B. Any supplementary employment under "color of authority" i.e., road construction traffic duty, large social gatherings, etc., within the confines of Franklin Township, shall be compensated at a rate of thirty-five dollars (\$35.00) per hour. The contractor will pay this rate to the Township Financial Official. The Township shall retain four dollars (\$4.00) of the thirty-five dollar (\$35.00) rate and pay the employee thirty-one dollars (\$31.00) for the hours worked, and provide the officer engaged in such duty a patrol vehicle and other equipment that may be required to insure the safe operation of the detail. Said vehicles and equipment to be provided upon the availability and approved of the Chief of Police.

C. Any employee covered under this Agreement who engages in supplementary employment outside the confines of Franklin Township which meets the requirements of paragraph "A" of this Article, shall not be supplied with Township equipment other then the items of identification required by law, and shall not be covered by any benefits enjoyed while engaged in the performance of his regular Township employment. Compensation for such outside employment shall be paid directly to the employee by the contractor at the prevailing rate.

## ARTICLE XX

### EMPLOYEE RIGHTS DURING INVESTIGATION

The wide ranging powers and duties given to the Department and its members involve them in all manners of contracts and relationships with the public. Out of these contracts may come questions concerning the actions of the members of the force. These questions may require investigation by superior officers. In an effort to ensure that these investigations are conducted in a manner which is conducive to good order and discipline, the following rules are hereby adopted:

- 
- A. The interrogation of an employee shall be at a reasonable hour, preferably when the employee is on duty.
  - B. The employee shall be informed of the nature of the investigation before any interrogation commences, including the name of the complainant.
  - C. The questioning shall be reasonable in length. Time shall be provided for personal necessities, meals, telephone calls, and rest periods as are necessary.
  - D. The complete interrogation of the employee may, at the option of the Chief, be mechanically recorded and copies of tapes shall be provided and if recorded, copies of tapes shall be provided to the P.B.A.
  - E. The employee shall not be threatened with transfer, dismissal or other disciplinary punishment.

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F. In all cases and at every stage of the proceedings the Department shall afford an opportunity for the employee, if he so requests, to consult with counsel and/or his P.B.A. representative(s) before being questioned concerning any violation or complaint of any type, which may result in any disciplinary action being taken against said employee.

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G. This Article shall not preclude a supervisor's right to question subordinates relative to their daily activities.

ARTICLE XXI

P.B.A. REPRESENTATIVE

A. Accredited representatives of the P.B.A. who are Police Officers may enter Township facilities or premises at reasonable hours for the purpose of observing work conditions of their constituents or assisting in the adjustment of grievances. When the P.B.A. decides to have its representative enter the Township facilities or premises, it will request such permission from the Chief of Police, or his designee.

*W.M. O'Keeffe*  
B. The Township agrees to grant time off without loss of regular pay, not to exceed six (6) days, to the P.B.A. State Delegate to attend the annual P.B.A. State Convention, provided two (2) weeks written notice specifying the dates of the convention is given to the Chief of Police by the Association. The time off shall cover actual time attending the convention and reasonable travel time to and from it. The Officer shall provide his own transportation to the convention and not use Township vehicles without prior authorization.

ARTICLE XXII

ACCESS TO PERSONNEL FOLDERS

A. An employee shall have the right, at least annually at the time of his written evaluation and also following the placing of any document in his personnel folder on 24 hour written notice to the Township, to inspect his or her personnel folder and to examine any criticism, commendation, or any evaluation of his work performance or any other document which has been placed in that folder.

B. The employee shall also have the right to respond within ten (10) days in writing to any negative statements contained therein, and such response shall be placed in the employee's folder and shall become part of this permanent work record.

ARTICLE XXIII

TRAINING AND EDUCATION

A. Mandatory Training

1. The Mayor and Committee may from time to time, establish a schedule of mandatory training and education courses. Accompanying said schedule, the Mayor and Committee shall promulgate guidelines for costs incurred for training.

2. The designated rank officers must successfully complete any and all mandatory courses.

B. Physical Fitness

All employees are expected to be in good physical condition in order to perform their duties properly.

ARTICLE XXIV

PRINTING OF AGREEMENT

The Township shall reproduce this Agreement in sufficient quantity so that every employee may be provided with a copy and so that there may be sufficient copies in reserve for any employee hired during the term of this Agreement. This reproduction and distribution shall be accomplished within thirty (30) days of the signing of this Agreement.

*MM*  
*DR*

ARTICLE XXV

MISCELLANEOUS

A. Notification of Leave Balances. Each employee shall be provided with annual leave balances on a quarterly basis.

*MM*  
*AB*

B. Mileage Allowance. In the event an employee is required and directed to use a personal vehicle for any business or activity related to his employment, he shall be compensated for such use at the rate of \$.20 per mile. Effective June 1, 1994 the aforementioned mileage rate will be increased to \$.21 per mile..

C. Bulletin Boards. The P.B.A. shall have the exclusive use of a bulletin board at Police Headquarters for the posting of notices of interest to P.B.A. members.

D. Military Leave. Military leave shall be provided in accordance with the applicable law.

E. Outside Employment. It is understood that full-time employees will consider their positions with the Township as their primary job. Any outside employment is subject to approval in advance by the Chief and must not interfere with an employees' efficiency in his position with the Township.

ARTICLE XXVI

SEPARABILITY AND SAVINGS

A. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held invalid by operations of law or by a Court or other tribunal of competent jurisdiction, such provision shall be inoperative but all other provisions shall not be affected thereby and shall continue in full force and effect.

B. If any such provision is declared invalid by operation of law, parties to this Agreement will forthright entertain renegotiations on the invalid provisions.

ARTICLE XXVII

FULLY BARGAINED PROVISIONS

*Open  
WPA*

A. This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were or could have been the subject of negotiations. During the terms of this Agreement, neither party will be required to negotiate with respect to any such matter whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

B. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing only executed by both parties.

ARTICLE XIVIII

DURATION OF AGREEMENT

A. This Agreement shall be in full force and effect as of January 1, 1997, and shall remain in effect to and including December 31, 1999, without any reopening date. This Agreement shall continue in full force and effect from year to year thereafter, unless one party or the other gives notice, in writing, at least ninety (90) days prior to the expiration date of this Agreement of a desire to change, modify, or terminate this Agreement.

B. The economic terms of this Agreement, including salaries, benefits, increases and fringe benefit changes shall apply effective January 1, 1997, for all Police Department employees on Township's payroll as of the date of the signing of this Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals at Franklin Township, New Jersey on this 30<sup>th</sup> day of October, 1996

P.B.A. #182

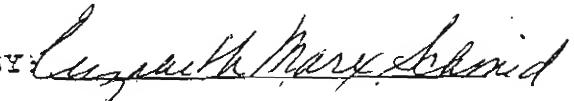
BY:



ATTEST:

Ernestine Stryker, Clerk

FRANKLIN TOWNSHIP

BY: 

ATTEST:

Ernestine Stryker, Clerk